

Alcohol & Marijuana Control Office

Initiating License Application

5/5/2021 10:57:15 AM

License Number: 16791**License Status:** Active-Operating**License Type:** Limited Marijuana Cultivation Facility**Doing Business As:** RCJ LEGACY LLC.**Business License Number:** 1066190**Designated Licensee:** JOLYN JILLSON**Email Address:** JOJO77@MTAONLINE.NET**Local Government:** Matanuska-Susitna Borough**Local Government 2:****Community Council:** Big Lake**Latitude, Longitude:** 61.550300, -149.818100**Physical Address:** 2893 S. Big lake Rd. # 2
BIG LAKE, AK 99652
UNITED STATES**Licensee #1****Type:** Entity**Alaska Entity Number:** 10077169**Alaska Entity Name:** RCJ Legacy LLC.**Phone Number:** 907-354-7044**Email Address:** JOJO77@MTAONLINE.NET**Mailing Address:** PO BOX 520964
BIG LAKE, AK 99652
UNITED STATES**Entity Official #1****Type:** Individual**Name:** ROBERT JILLSON III**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-354-7044**Email Address:** JOJO77@MTAONLINE.NET**Mailing Address:** Po box 520964
BIG LAKE, AK 99652
UNITED STATES**Entity Official #2****Type:** Individual**Name:** JOLYN JILLSON**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-355-4410**Email Address:** JOJO77@MTAONLINE.NET**Mailing Address:** PO BOX 520964
BIG LAKE, AK 99652
UNITED STATES**Affiliate #1****Type:** Individual**Name:** ROBERT JILLSON III**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-354-7044**Email Address:** JOJO77@MTAONLINE.NET**Mailing Address:** po box 520964
BIG LAKE, AK 99652
UNITED STATES**Affiliate #2****Type:** Individual**Name:** JOLYN JILLSON**SSN:** [REDACTED]**Date of Birth:** [REDACTED]**Phone Number:** 907-355-4410**Email Address:** JOJO77@MTAONLINE.NET**Mailing Address:** PO BOX 520964
BIG LAKE, AK 99652
UNITED STATES



Alaska Marijuana Control Board

Form MJ-20: Renewal Application Certifications

What is this form?

This renewal application certifications form is required for all marijuana establishment license renewal applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306. A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's main office by each licensee (as defined in 3 AAC 306.020(b)(2)) before any license renewal application will be considered complete.

Section 1 – Establishment Information

Enter information for the licensed establishment, as identified on the license application.

Licensee:	RCJ LEGACY LLC.	License Number:	16791
License Type:	Limited Marijuana Cultivation		
Doing Business As:	RCJ LEGACY LLC		
Premises Address:	2893 S. Big Lake Rd. unit 2		
City:	Big Lake	State:	AK
		ZIP:	99652

Section 2 – Individual Information

Enter information for the individual licensee who is completing this form.

Name:	Robert Jillson
Title:	Owner/Member

Section 3 – Violations & Charges

Read each line below, and then sign your initials in the box to the right of any applicable statements:

- I certify that I have not been convicted of any criminal charge in the previous two calendar years.
- I certify that I have not committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.
- I certify that a notice of violation has not been issued to this license between July 1, 2020 and June 30, 2021.

Initials

RJ

RJ

RJ

Sign your initials to the following statement only if you are unable to certify one or more of the above statements:

Initials

I have attached a written explanation for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b).

--



Form MJ-20: Renewal Application Certifications

Section 4 – Certifications & Waiver

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that no person other than a licensee listed on my marijuana establishment license renewal application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which the marijuana establishment license has been issued.

RJ

I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.

RJ

I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state.

RJ

I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.

RJ

I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.

RJ

I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.

RJ

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by or to AMCO is grounds for rejection or denial of this application or revocation of any license issued.

RJ

I, Robert Jillson, hereby waive my confidentiality rights under AS 43.05.230(a) and authorize the State of Alaska, Department of Revenue to disclose any and all tax information regarding this marijuana license to the Alcohol and Marijuana Control Office (AMCO) upon formal request as part of any official investigation as long as I hold, solely, or together with other parties, this marijuana license.

RJ

As an applicant for a marijuana establishment license renewal, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Marijuana Control Board in support of this application and understand that failure to do so by any deadline given to me by AMCO staff may result in additional fees or expiration of this license.

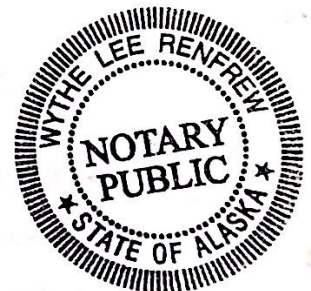
Robert Jillson
Signature of licensee

Robert Jillson
Printed name of licensee

Wythe Lee Renfrew
Notary Public in and for the State of Alaska

My commission expires: 12/18/2024

Subscribed and sworn to before me this 5th day of May, 2021.





Alaska Marijuana Control Board

Form MJ-20: Renewal Application Certifications

What is this form?

This renewal application certifications form is required for all marijuana establishment license renewal applications. Each person signing an application for a marijuana establishment license must declare that he/she has read and is familiar with AS 17.38 and 3 AAC 306. A person other than a licensee may not have direct or indirect financial interest (as defined in 3 AAC 306.015(e)(1)) in the business for which a marijuana establishment license is issued, per 3 AAC 306.015(a).

This form must be completed and submitted to AMCO's main office by each licensee (as defined in 3 AAC 306.020(b)(2)) before any license renewal application will be considered complete.

Section 1 – Establishment Information

Enter information for the licensed establishment, as identified on the license application.

Licensee:	RCJ LEGACY LLC.	License Number:	16791		
License Type:	Limited Marijuana Cultivation				
Doing Business As:	RCJ LEGACY LLC				
Premises Address:	2893 S. Big Lake Rd. unit 2				
City:	Big Lake	State:	AK	ZIP:	99652

Section 2 – Individual Information

Enter information for the individual licensee who is completing this form.

Name:	Jolyn Jillson
Title:	Owner/Member

Section 3 – Violations & Charges

Read each line below, and then sign your initials in the box to the right of any applicable statements:

Initials

I certify that I have **not** been convicted of any criminal charge in the previous two calendar years.

JJ

I certify that I have **not** committed any civil violation of AS 04, AS 17.38, or 3 AAC 306 in the previous two calendar years.

JJ

I certify that a notice of violation has **not** been issued to this license between July 1, 2020 and June 30, 2021.

JJ

Sign your initials to the following statement only if you are unable to certify one or more of the above statements:

Initials

I have attached a written explanation for why I cannot certify one or more of the above statements, which includes the type of violation or offense, as required under 3 AAC 306.035(b).

--



Form MJ-20: Renewal Application Certifications

Section 4 – Certifications & Waiver

Read each line below, and then sign your initials in the box to the right of each statement:

Initials

I certify that no person other than a licensee listed on my marijuana establishment license renewal application has a direct or indirect financial interest, as defined in 3 AAC 306.015(e)(1), in the business for which the marijuana establishment license has been issued.

JJ

I certify that I meet the residency requirement under AS 43.23 or I have submitted a residency exception affidavit (MJ-20a) along with this application.

JJ

I certify that this establishment complies with any applicable health, fire, safety, or tax statute, ordinance, regulation, or other law in the state.

JJ

I certify that the license is operated in accordance with the operating plan currently approved by the Marijuana Control Board.

JJ

I certify that I am operating in compliance with the Alaska Department of Labor and Workforce Development's laws and requirements pertaining to employees.

JJ

I certify that I have not violated any restrictions pertaining to this particular license type, and that this license has not been operated in violation of a condition or restriction imposed by the Marijuana Control Board.

JJ

I certify that I understand that providing a false statement on this form, the online application, or any other form provided by or to AMCO is grounds for rejection or denial of this application or revocation of any license issued.

JJ

I, Jolyn Jillson, hereby waive my confidentiality rights under AS 43.05.230(a) and authorize the State of Alaska, Department of Revenue to disclose any and all tax information regarding this marijuana license to the Alcohol and Marijuana Control Office (AMCO) upon formal request as part of any official investigation as long as I hold, solely, or together with other parties, this marijuana license.

JJ

As an applicant for a marijuana establishment license renewal, I declare under penalty of unsworn falsification that I have read and am familiar with AS 17.38 and 3 AAC 306, and that this application, including all accompanying schedules and statements, is true, correct, and complete. I agree to provide all information required by the Marijuana Control Board in support of this application and understand that failure to do so by any deadline given to me by AMCO staff may result in additional fees or expiration of this license.

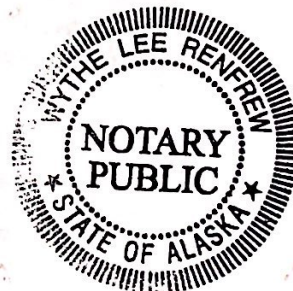
Jolyn Jillson
Signature of licensee

Wythe Lee Renfrew
Notary Public in and for the State of Alaska

Jolyn Jillson
Printed name of licensee

My commission expires: 12/18/2024

Subscribed and sworn to before me this 5th day of May, 2021.



Commercial Lease Agreement

THIS LEASE (this "Lease") dated this 1st day of December, 2020

BETWEEN:

Robert and Jolyn Jillson of 761 S. Beaver Lake Rd, Big Lake Alaska, 99652

Telephone (907)354-7044 Fax: _____

(the "Landlord")

OF THE FIRST PART

-AND-

RCJ LEGACY LLC of unit 2, 2893 S Big Lake Rd. Ste 2, Big Lake Alaska 99652

(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain Premises to the Tenant, the Tenant leasing those Premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipts and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:

a. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;

b. "Building" means all Buildings, improvements, equipment, fixtures, property, and facilities from time to time located at unit 2, 2893 S. Big Lake Rd. Big Lake Alaska 99652, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;

c. "Common Areas and Facilities" mean:

i. Those portions of the Building areas, Buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to Tenants of the Building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and areas, storage, mechanical and electrical rooms, areas above and below leasable Premises and not included within leasable premise, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; And

ii. those lands, areas, Buildings, improvements, facilities, utilities, equipment and installation which serve or art for the useful benefit of the Building, the Tenants of the Building or Landlord and those having business within them, whether or not located within, adjacent to or near the Building and which are designed from time to time by the Landlord as a part of the common area and facilities;

D. "Leasable Area" means with respect to any rentable premise, the area expressed in square feet all of the floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premise from enclosed common areas and facilities, if any from the center line of all interior walls separating rentable premise from joining rentable Premises. There will be no deducting or exclusion for any space occupied by or used for columns, ducts or structural elements;

e. "Premises" means the Limited Marijuana Cultivation at unit 2, 2893 S. Big Lake Rd, Big Lake Alaska 99652

f. "Proportionate share" Means a fraction, the numerator of which is the leasable area of the Premises and the denominator of which is the aggregate of the leasable area of all rentable Premises in the Building.

g. "Rent" means the total of base rent and additional rent.

2. The Landlord agrees to rent two to Tenant the retail store municipalities describes as unit 2, 2893 S. Big Lake Rd, Big Lake Alaska 99652, (the "Premises"). The Premises will be used only the following permitted use (the "Permitted Use")

~~limited cannabis cultivation.~~ limited cannabis cultivation.

neither the premise nor any part of the Premises will be used at any time during the term of this lease by Tenants for any purpose other than the permitted use.

#3 while the Tenant, or the assignee or subTenant approved by the Landlord, is using and occupying the premise for the permitted use and is not in default under the lease, the Landlord agrees not to lease space in the Building to any Tenant who will be conducting in such Premises as its principle business, of services of; Limited Cannabis Cultivation

#4 subject to the provisions of this lease, the Tenant is entitled to use of parking the parking on or about the premise. Only properly insured motor vehicles may be parked in the Tenant space.

Term

5. the term of the lease is periodic tenancy commencing at noon 12:00 o'clock on December 1st 2020 and continuing on a year to year basis until the Landlord or Tenant terminates the tenancy.

Rent

6. Subject to the provisions of this lease, the Tenant will pay the base rent of \$2000 payable per month, for the Premises (the "Base Rent").

7. For the first six months of the term the abatement. The Tenant will not be obligated to pay the monthly installment of base rent do but will be liable to pay all other amounts payable under this lease. The entire base rent otherwise due and payable for the abatement. Will become immediately due and payable upon the occurrence of an event or default under this lease.

8. The Tenant will pay the base rent on or before the 1st of each and every month of the term of this lease to the Landlord.

9. The Tenant will be charged an additional an amount of \$35 for any late payment of rent.

Operating costs

10. In addition to their base rent, the Tenant is responsible for directly paying to the appropriate suppliers for the following operating costs:

- a. Cleaning Janitorial services; and
- b. Security.
- c. Electricity.

11. The Landlord will be responsible for paying the following operating costs:

- a. window Cleaning.
- b. All insurance relating to the Building as placed by the Landlord from time to time, acting prudently;
- c. Repairs and replacements to the Building an any component of the Building;
- d. Accounting and Auditing;
- e. Provisions, Repairs, Replacement and maintenance of heating, cooling, ventilation and air conditioning equipment throughout the Building;
- f. All amounts paid to employees or third parties relating to work performed in relation to the Building including in the case of employees all useful benefits, including the management fee not to exceed 5% of gross receipts from the Building;
- g. In relation to operating and maintaining the Building;

- i. Provisions of the Building Superintendent and Associate personnel employed for the Building including a reasonable rental value for office space used by those persons and related expenses including uniforms;
- j. All outdoor maintenance including landscaping and snow removal;
- k. Operation and maintenance of parking areas; And
- l. Preventative maintenance and inspection.

Use and Operation

13. The Tenant will use and occupy the Premises only for the permitted use and for no other purpose whatsoever. The Tenant will carry on business under the name of the green spot and will not change such name without prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the whole of the Premises for the business to the public fully fixtured, stocked and staffed on the date of commencement of the term and throughout the term, will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner on such days and during such hours of business as may be determined from time to time by the Landlord.

14. The Tenant covenants that the Tenant will carry on in conduct its business from time to time carried on upon the premise in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the premise in contravention of any of them.

Quiet Employment

15. Covenants that on paying the rent and performing the covenant contained in this lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Distress

16. However the Tenant is in default in payment of any money, whether here by expressly reserved or deemed as rent, or any part of the rent, the Landlord may, without notice or any form of legal process, enter upon the Premises and seize, remove and sell the Tenant's goods, equipment from the Premises or seize, remove and sell any goods, chattels or equipment in any place to which the Tenant or any other person may have removed them, in the same manner as if they had remained and been distrained upon the Premises, all notwithstanding any rule of the law or equity to the contrary, and the Tenant hereby waives and renounces the benefit of any present or future statute or law limiting or eliminating the Landlord's rights of distress.

17. If the Tenant continues to occupy the Premises without the written consent of the Landlord at the expiration or other termination of the term, then the Tenant will be a Tenant at will and will pay to the Landlord, as liquidated damages and not as rent, an amount equal to twice the base rent plus any additional during the period of such occupancy, occurring from day to day and adjusted prorated accordingly, and subject always to all other provisions of this lease insofar as they are applicable to a tenancy at will and a tenancy from month to month or from year to year.

will not be created by implication of law; Provided that nothing in this clause contained will preclude the Landlord from taking action for recovery of possession of the Premises.

Tenant Improvements

18. The Tenant will obtain written permission from the Landlord before doing any of the following:

- a. applying adhesive materials or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall.
- b. painting, wallpapering, re decorating or in any way significantly altering the appearance of the Premises.
- c. removing or adding walls or performing any structural Alterations.
- d. installing a waterbed.
- e. changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units.
- f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose, Or
- g. Affixing or erecting upon or near the Premises any radio or TV antenna or tower.

Utilities and Other Costs

19. The Landlord is responsible for the payment of the following utilities and other charges in relation to the premise: water and sewer.

20. The Tenant is responsible for the direct payment of the following utilities and other charges in relation to the premise: telephone, Internet, and cable.

21. The Tenant is responsible for paying to the Landlord the following utilities and other charges: electricity and natural gas.

Insurance

22. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss period the Tenant it is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenants insurance agent regarding a Tenants policy of insurance.

23. The Tenant is not responsible for ensuring the Landlord's contents and furnishings in or about the Premises for either damage and loss and the Tenant assumes no liability for such loss.

24. The Tenant is responsible for insuring the premise for damage or loss to the structure, mechanical or improvements to the Building on the Premises for the benefit of the Tenant and the Landlord. Such insurance should include such risks as fire, theft, vandalism, flood and disaster.

25. The Tenant is not responsible for ensuring the premise for liability insurance, and the Tenant assumes no liability for any such loss.

26. The Tenant will provide proof of such insurance to the Landlord upon issuance of renewal of such insurance.

Abandonment

27. If at any time during the term of this lease, the Tenant abandons the Premises or any part of the premise, the Landlord may, at its option, enter the Premises by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatsoever, and may, at the Landlords discretion, as agent for the Tenant, re let the Premises, or any part of the Premises, for the whole or any part up there then unexpired term, and may receive and collect all rent payable by virtue of such reletting, and, at the Landlords option, hold the Tenant liable for any difference between the rent that would have been payable under this lease during the balance of the unexpired term, if this lease had continued in force, and the rent for such. Realized by the Landlord by means of the reletting. If The Landlord's right of reentry is exercise following abandonment of the Premises by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Premises to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper And is relieved of all liability for doing so.

Governing Law

28. It is the intention of the parties to this lease that the tenancy created by this lease and the performance under this lease, and all suits and special proceedings under this lease, be constructed in accordance with governed, to the exclusion of the law of any other forum, by the laws of the state of Alaska, without regard to the jurisdiction in which any action or special proceedings may be instituted.

Severability

29. If there is a conflict between any provisions of this lease and the applicable legislation of the state of Alaska (the 'Act;), The act will prevail in such provisions of this lease will be amended or deleted as necessary in order to comply with the act. Further, any provisions that are required by the act are incorporated into this lease.

Assignment and Subletting

30. The Tenant will not assign this lease in whole or in part, nor sublet all or any part of the premise, nor grant any license or part with possession of the Premises or transferred to any other person in whole or in part or any other right or interest under this lease (except to a parent, subsidiary or affiliate of the Tenant), Without the prior written consent of the Landlord in each instance, which consent will not be unreasonably withheld so long as the proposed assignment or sublease complies with the provisions of this lease.

31. Notwithstanding any assignment or sublease, the Tenant will remain fully liable on this lease and will not be released from performing any of the terms, covenants, or conditions of this lease.

32. If the lease is assigned or if the Premises or any part of the Premises are sublet or occupied by anyone other than the Tenant, the Landlord may collect rent directly from the assignee, sub Tenant or occupant, and apply the net amount collected, or the necessary portion of that amount, to the rent owing under this lease.

33. The prohibition against the assigning or subletting without the consent required by this lease will be constructed to include the prohibition against any assignment or sublease by operation of law.

34. The consent by the Landlord to any assignment or sublease will not constitute a waiver of the necessity of such consent to any subsequent assignment or sublease.

Bulk Sale

35. No bulk sales of goods or assets of the Tenant may take place without first obtaining the written consent of the Landlord, which consent will not be unreasonably withheld so long as the Tenant and the purchaser are able to provide the Landlord with insurances, in a form of satisfactory to the Landlord, that the Tenants obligations in this lease will continue to be performed and respected, in the manner of satisfactory to the Landlord, after completion of the said bulk sale.

Care and Use of Premises

36. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.

37. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, an operable or unlicensed are not permitted in the Tenants parking stalls, and such vehicles may be towed away at the Tenants expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.

38. The Tenant will not make or allowed to be made any noise or nuisance which, in the reasonable opinion of the Landlord, disrupts the comfort or convenience of the other Tenants.

39. The Tenant will not engage in any illegal trade or activity on or about the Premises.

40. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by the law.

Surrender of Premises

41. At the expiration of this lease, the Tenant will quit and surrender the Premises in as good as a state and condition as they were at the commencement of this lease, reasonable use wear and damage is by the elements expected.

Hazardous Materials

42. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

43. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot, laundry room and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

General Provisions

44. Any waiver by the Landlord of any failure by the Tenant to perform Nora cib the provisions of this lease will not operate as a waiver of the Landlords rights under this lease in respect of any subsequent defaults, breaches or non performances and will not defeat or affect in any way the Landlords rights in respect of any subsequent default or breach.

45. This lease will extend to an be binding upon an in your to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this lease. All covenants are to be construed as conditions of this lease.

46. All sums payable by the Tenant to the Landlord pursuant to any provisions of this lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.

47. Where there is more than one Tenant executing this lease, all Tenants are jointly and severally liable for each other's acts, omissions, and liabilities pursuant to this lease.

LEASE ADDENDUM

The following addendum is to serve as a disclaimer that the Landlord nor the Lessor will remove Marijuana or Marijuana products from the Premises, Amco will be contacted prior to if any event it is necessary that Marijuana or Marijuana products need to be removed from the Premises .

In witness whereof the parties to this lease have duly affixed their signatures under hand and seal, or by duly authorized officer under seal, on the first day December 2020.

Signature Robert J. Feller Date 12-1-20
Signature [Signature] Date 12-1-20
Landlord

Signature RTS Legacy LLC Date 12-1-20
Tenant

Department of Commerce, Community, and Economic Development

CORPORATIONS, BUSINESS & PROFESSIONAL LICENSING

[State of Alaska](#) / [Commerce](#) / [Corporations, Business, and Professional Licensing](#) / [Search & Database Download](#) / [Corporations](#) / Entity Details

ENTITY DETAILS

Name(s)

Type	Name
Legal Name	RCJ Legacy LLC.

Entity Type: Limited Liability Company

Entity #: 10077169

Status: Good Standing

AK Formed Date: 1/30/2018

Duration/Expiration: Perpetual

Home State: ALASKA

Next Biennial Report Due: 1/2/2022

Entity Mailing Address: PO BOX 520964, PO BOX 520964, BIG LAKE, AK 99652

Entity Physical Address: 2893 S BIG LAKE RD , BIG LAKE, AK 99652

Registered Agent

Agent Name: Robert Jillson

Registered Mailing Address: PO BOX 520964, PO BOX 520964, BIG LAKE, AK 99652

Registered Physical Address: 2893 S BIG LAKE RD , BIG LAKE, AK 99652

Officials

☐ Show Former

AK Entity #	Name	Titles	Owned
	Jolyn Jillson	Member	50.00
	Robert Jillson	Member	50.00

Filed Documents

Date Filed	Type	Filing	Certificate
1/30/2018	Creation Filing	Click to View	Click to View
1/30/2018	Initial Report	Click to View	
11/09/2019	Biennial Report	Click to View	

COPYRIGHT © STATE OF ALASKA · DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT ·

RCJ Legacy llc.

List of current members and ownership percentages

ROBERT C JILLSON III 50% ownership

JOLYN JILLSON 50% ownership

OPERATING AGREEMENT

RCJ LEGACY LLC



Table of contents

Section 1. Formation	page 4
1.1 Name	page 4
1.2 Duration.	Page 4
1.3 Registered Office an Agent.	Page 4
1.4 Other Offices.	Page 4
Section 2. Organization of Company.	page 4
2.1 Organization	page 4
2.2 Business Purpose.	page 4
2.3 Defects as to Formalities.	Page 5
2.4 No Partnership Intended for Non-tax Purposes.	Page 5
2.5 Rights of Creditors and Third Parties.	Page 5
2.6 Title to Property.	Page 5
Section 3. Members	page 5
3.2 Liability of a Member to a Company.	Page 5
3.3 Limitation of Member Liability.	Page 6
3.4 Authority .	Page 6
3.5 Limitation on Authority.	Page 6
3.6 Meanings of Members.	Page 7
3.7 Delegated Agents.	Page 7
3.8 Accounting, Books and Records.	Page 7
3.9 Depository Account.	Page 7
Section 4. Conflict of Interest.	page 7
4 Other Self interest.	page 7
Section 5. Capital Contributions	page 7
5.1 Initial Contributions.	Page 8
5.2 Additional Contributions.	Page 8
5.3 Units of Ownership.	Page 8
5.4 Maintenance of Capital Accounts.	Page 8
section 6. Allocation of Profit and Loss; Distributions	page 9
6.1 Income and Loss Determination	page 9
6.2 Allocation of Profits and Losses to Members.	Page 9
6.3 Distributions	page 9
6.4 General Distribution Limitations	page 9
6.5 Sale of Substantially all Properties; Liquidation Distributions	page 10
Section 7. Additional members	page 10
7.1 Admission	page 10
7.2 Accounting.	Page 10
Section 8. Transfers of Units.	page 11
8.1 Restrictions on Transfers.	Page 11
8.2 Conditions to Permitted Transfers.	Page 11
8.3 No Pre-emptive Purchase Rights.	Page 11
8.4 Redemption.	Page 12

section 9 Contributions and Indemnity.	Page 12
9.1 No Contribution.	Page 12
9.2 Indemnity of Manager, Employees, and Agents.	Page 12
section 10. Withdrawal, Disillusion and Winding up.	page 12
10.1 Member withdrawal right.	Page 12
10.2 Covenant not to cause disillusion.	Page 13
10.3 Disillusion.	Page 13
10.4 Winding up.	Page 13
10.5 Right of Members.	Page 14
10.6 Notice of Disillusion.	Page 14
section 11. Taxes.	page 14
11.1 Tax Matters Manager.	Page 14
11.2 Elections.	page 15
section 12. General Contract Provisions.	page 15
12.1 Governing Law.	Page 15
12.2 Amendments.	Page 15
12.3 Saving Clause.	Page 15
12.4 Attorney Fees and Costs.	Paid 15
12.5 Counterparts.	Page 16
12.6 Successors.	Page 16
12.7 Entire Agreement.	Page 17

Article 2 Organization and Purpose

2.1 Organization. The corporation shall be organized under the laws of the State of Alaska and shall have its principal office in the State of Alaska. The corporation shall have a registered office in the State of Alaska.

2.2 Business Purpose. The corporation is formed for the purpose of conducting business in the State of Alaska and to promote any other lawful enterprise in the State of Alaska. The corporation shall have at least one shareholder.

OPERATING ARGEEMENT

OF

RCJ Legacy, LLC.

This operating agreement ("agreement") of RCJ Legacy, LLC. (the "Company"), is made and entered into effective as of the date of filing of the certificate of formation of RCJ Legacy, LLC., by and among the members in this agreement. The members desire to enter into an operating agreement with respect to the company pursuant to the terms and conditions set forth below. All capitalized terms used in this agreement shall have the meanings given to them in schedule 1, Definitions.

Section 1. Formation.

1.1 Name. The articles of organization established the name of the company as RCJ Legacy, LLC. The company may file for one or more assumed business names as the company may, from time to time, determine.

1.2 Duration. The articles of organization set forth the life of the company.

1.3 Registered Office and Agent. The registered office of the company shall be located at the place designated in the articles of organization and at such other places as may be designated from time to time by the company upon filing of any notices required by law. The registered agent shall be the person or entity designated in the articles of organization. The company, upon the filing of any notice required by law, may change the registered agent from time to time period the registered agent shall have a business office identical with such registered office.

1.4 Other Offices. The company may also have offices at such other places, within or outside of the state of Alaska, as the company may from time to time determine or as the business of the company may require.

Section 2. Organization of company

2.1 organization. The execution and filing of the articles of organization created company under the Alaska revised Limited Liability Act ("Act"). Consistent with the act and the articles of organization, the initial members hereby organized the company.

2.2 Business Purpose. The company is formed to acquire, manage, operate, and rent real estate in Big Lake Alaska and to promote any other lawful business or purpose permitted by the act the: ("Business") and shall have all powers provided for in the Act.

2.3 Defects as to Formalities. A failure to observe any formalities or requirements of this agreement, the articles of organization or the act shall not be grounds for imposing personal liability on any member for liabilities of this company.

2.4 No Partnership Intended for Non-Tax Purposes. The initial members have formed the company under the act and in the event other members are admitted do not intend to form a partnership under either the Alaska uniform partnership act or the Alaska uniform limited partnership act, or a Corporation under the Alaska business Corporation act. The members do not intend to be partners, one to another, or partners to any third party. The members acknowledge that it is their intent to be treated as partners solely for federal and state tax purposes and the company and members will file tax returns consistent with that treatment. The members agreed to make any and all amendments to this agreement and the articles of organization as may be reasonably necessary to ensure the members will be treated as partners for federal and state tax purposes.

2.5 Rights of Creditors and Third Parties. This agreement is entered into among the company and the initial members for the exclusive benefit of the company, the members, and the successors. This agreement is not intended for the benefit of any creditor of the company or any other person. Except as provided to the extent provided by the applicable statute, no such creditor or third party shall have any rights under this agreement or any agreement between the company and any member with respect to any contribution.

2.6 Title to Property. Unless specifically provided otherwise, all property used in connection with the company business shall be owned by the company as an entity and no member shall have any ownership interest in such property in a member's name or right. Except as otherwise provided in this Agreement, the company shall hold all company property in the name of the company and not in the name of the any member or members.

Section 3. Members

3.1 Members. The names of the initial members, the agreed value of their initial capital contributions, and their initial unit or units of ownership ("unit") are set forth on schedule two. Any additional members of the company shall be added to schedule two.

3.2 Liability of a Member to the Company.

3.2.1 A member who rightfully receives a distribution, in whole or in part, of that member's contribution, is nevertheless liable only to the extent now or hereafter provided by the act.

3.2.2 A member who receives a distribution by the company is liable to the company for that amount of the distribution only to the extent required by the act.

3.3 Limitation of Member Liability. Each member's liability shall be limited as set forth in this agreement, the act and other applicable law. A member shall not be liable for any debts or losses of

the company beyond any obligation of the member section 10, except as required by the act of this agreement.

3.4 Authority. Each member shall have the right to manage the business of the company, is authorized to enter into contracts with third parties in ordinary course of the business, Ann may act with or without a meeting and may communicate by any reasonable means of communication.

3.5 Limitation on Authority. A member shall have no authority to bind the company through execution of documents or discussions related to the following actions without first obtaining unanimous approval by vote or consent of all the members (on members submitted for a member vote, each member shall be entitled to vote the number of units issue 2 an owned by such member, through a designated member proxy; Provided, however no member shall have any cumulative voting rights on any other matter):

3.5.1 Sale, lease, exchange, mortgage, pledge, or other transfer or disposition of all or substantially all of the company's assets.

3.5.2 merger or reorganization of the company with or into another entity;

3.5.3 amendment to the articles of organization.

3.5.4 amendment of this operating agreement;

3.5.5 a substantial change in the nature of the company's business, or any other event outside the scope of this company's ordinary business activities or was substantial and foreseeable effects on the company's affairs;

3.5.6 admission of any new member to the company under Section 7;

3.5.7 to dissolve, wind up and liquidate the company;

3.5.8 a transaction involving an actual or potential conflict of interest between the company and a Member;

3.5.9 delegation of an agent.

3.6 Meeting of Members. Any member or group of members with units totaling fifty percent 50% or more of the units issued an owned by all members may call a meeting of the members at anytime, for any purpose, upon not less than 10 days nor more than 50 days prior written notice to each member of the time, place and purpose of the meeting, which notice requirements may be waived either by a member signed waiver or by the members attendance at our participation in the meeting. Any notice delivered by Mail, facsimile, or electronic Mail shall constitute written notice under this agreement. Any meeting shall be held at such place as the member calling the meeting sets, and such members may declare the meeting be conducted by telephone or electronic means. There shall be no mandatory Regular scheduled or periodic meetings including any annual meetings.

3.7 Delegated Agents. The company may delegate some or all duties and or responsibilities of a member to one or more persons including a general business manager who the members

reasonably believe competent to perform such duties and or responsibilities. The general manager shall serve at the pleasure of the members to manage the day to day business operations of the company and to perform such other responsibilities as the members direct. The company may appoint one or more committees of persons to perform necessary strategic, operational, marketing or other planning functions.

3.8 Accounting, Books and Records. Full and complete books and records shall be maintained by the members at all times. The members may select an outside professional regarding the company's maintenance of its books and records and to render services to the company. The books and records shall be available for examination by any member, the members attorneys, accountants or other agents or representatives at reasonable times upon on reasonable notice.

3.9 Depository Account. All contributions collected from the members an all funds derived from the business shall be deposited in such accounts on shall be designated by the company from time to time.

Section 4. Conflict of Interest

4. Other Self Interest. A member does not violate a duty or obligation to the company merely because the members conduct further the interests of a member. A member may lend money to, and transact other business with, the company. The rights and obligations of a member who lends money to, or transact business with, the company are the same as those of a person who are is not a member, subject to other applicable law. No transaction with the company shall violate solely because a member has a direct or indirect interest in the transaction if the transaction is approved or ratified as provided for in section 3.5 above.

Section 5. Capital Contributions.

5.1 Initial Contributions. Each initial member shall contribute the consideration described for that initial member on schedule 2 at the time an on the term specified schedule 2 ("initial contributions") no interest shall occur on any initial contribution and no member shall have the right to withdrawal or to be repaid any initial contribution except as provided in this agreement.

5.2 Additional Contributions. Contributions, in addition to the initial contributions ("Additional Contributions ") of any member, shall be contributed by each member to the company upon the affirmative vote of 100% of the units issued an owned by the members. Contributions made by any

new member shall be established by the members with the number of the units in terms for payment set forth in and admission agreement. No interest shall incur on any additional contributions and no member shall have the right to withdraw or be repaid any additional contribution except as provided in this agreement.

5.3 Units of Operation. The units of operation (Units") Of each member in the company are set forth on schedule two period each member shall be severally liable for the obligation and agreements of the company to extent of the units held by the member.

5.4 Maintenance of Capital Accounts. The company shall establish and maintain capital accounts with respect to each members in accordance with the following:

5.4.1 Increases. Each members capital account shall be increased by such members contributions, such members tribute if share of the profits and any items in nature of income or gain that are specifically allocated pursuant to section 6 below and the amount of any company liabilities expressly assumed by such member or that are secured by any property distributed to such member. The principle amount of a promissory note that is not readily traded on established securities market and that is contributed to the company by the maker of the note shall not be included in the capital count of any member until the company makes a taxable disposition of the note or until and to the extent principle payments are made on the note all in accordance with regulations section 1.704 dash 1(b)(2)(iv)(d)(2).

5.4.2 Decreases. Each members capital account shall be decreased by the amount of cash and the gross asset value of any company property other than cash distributed to such member pursuant to any provision of this agreement, such members distributive shares of losses and any items in the nature of expenses or losses that are specifically allocated pursuant to the section 6 below and the amount of any liabilities of such member assumed by the company or that are secured by any property contributed by such members to the company.

5.4.3 Distribution of Assets. If the company at anytime distributes any of its tangible assets in kind to any member, the capital account shall be adjusted to account for that members allocable share as determined under section 6 below of the profit or losses that would have been realized by the companies had it sold the assets that were distributed at their respective fair market values immediately prior to their distribution.

5.4.4 Compliance with section 704 (1)(b) of the code. The foregoing provisions and other provisions of this agreement relating to the maintenance of capital counts are intended to comply with section 704 (1)(B) of the Internal Revenue Code of 1986, as amended the code and the Treasury regulations sections 1.704 – (1)(B) and shall be interpreted and applied in the manner consistent with such regulations. If the member shall determine that it is prudent to modify this manner in which the capital counts, or any adjustments thereto including, without limitations, adjusting relating to liabilities that are secured by contributions, or distributed property, or that are assumed by the

companies or members, are computed to comply with such regulations, the members may take such modifications; Provided, however, that is not likely to have a material effect on the amount stress distributed to any member pursuant to section 6 or 10 below.

Section 6. Allocation of profit and loss; Distributions

6.1 Income and Loss Determination. The company's income or loss for each fiscal year, after any applicable management bonuses, will be determined as of the end of each fiscal year by the company or its accountants in accordance with the federal income tax accounting principles, consistently applied, utilizing the method of accounting employed in the federal income tax informational route turn filed by the company for the fiscal year.

6.2 Allocation of Profits and Losses to Members. All profits and losses in each item of income, gain, lost, deduction and or credit shall be allocated to the member according to their percentage ownership interest in the company and this agreement. Profit and losses shall be allocated to a member only for that portion of the company's fiscal year for which such member is a member, profits and losses realized by the company subsequent to the date of the admission of the additional member shall be allocated ratably among all members after such admission.

6.3 Distributions. No distributions may be made to any member if, after giving effect to the distribution, in the judgment of any member, either a company would not be able to pay its debts as they become do in the ordinary course of business, or be the fair value of the total asset of the company would not at least equal its total liabilities. Subject to the foregoing limitation, the company will make such distributions, including drawers, to members I shall be approved by the majority of the members. Any distribution, accepting liquidating distribution under section 10.4 to remember shall be in the proportion set forth in section 6.4 . All cash not necessary for working capital shall be distributed at least annually. Subject to the provisions contained in the first sentence of this section 6.3, prorated distribution shall be made to the member prior to the end of the first quarter of each year in the amount of at least necessary to satisfy any member's income tax liability for the prior year, if any, resulting from profits and gains of the company for the prior year attributable to the member. For purposes of this section, a member's income tax liability shall be presumed to be an amount calculated at the combined applicable federal and Alaska income tax rates.

6.4 General Distribution Limitations. except as otherwise provided for the act, the articles of organization and this agreement, no member shall have the right or power to demand or receive a distribution in a form other than cash and shall not be required or compelled to accept the distribution of any asset in kind, to the extent that the interest distributed would exceed the members pro rata share of operating or liquidating distributions. Notwithstanding anything contained in this agreement or the articles of organization to the contrary, no distribution shall be made to the member in violation of the act.

6.5 Sale of Substantially all Property; Liquidating Distributions. If all or substantially all of the company's property is sold or if the company is dissolved and the business and affairs are wound up, distribution shall be made pursuant to section 10 below.

Section 7. Additional Members.

7.1 Admission. the company may accept additional members by not less than one hundred percent 100% affirmative vote of the units issued and owned by the members upon the terms and conditions as established by the company. Notwithstanding the foregoing, a party shall not become an additional member unless and until such party:

7.1.1 becomes a party to this agreement as a members by signing in admission agreement in a counterpart here of an execute such documents and instruments as the company may reasonably request as may be necessary or appropriate to confirm such party as a member of the company and be bound by the terms and conditions of this agreement;

7.1.2 provides the company with evidence satisfactory to counsel for the company of the authority of the party to become a member and be bound by the terms and conditions of this agreement, and

7.1.3 satisfies all requirements of any admission agreement.

7.2 Accounting. No additional member shall be entitled to any retroactive allocation of losses, income or expenses deductions incurred by the company. The company may at the time an additional member is admitted, closed the company books as through the company's tax year has ended or make pro rata allocations of lost, income and expense deductions to an additional member for that portion of the company's tax year in which such matters was admitted in accordance with the provisions of section 706(d) of the code and the regulations promulgated thereunder.

Section 8. Transfers of Units.

8.1 Restrictions on Transfers. Except as set forth in this Section 8 or section 10 no member shall have the right or power to transfer, sell or encumber all or any part of the members units in the company to any third party or any successor in interest of a member or two allow a change in the majority ownership of the member, without first obtaining written consent of all of the other members, and satisfaction of all conditions of transfer or sale in this Section 8. Any consent to seller transfer unit shall be subject to terms and conditions as the other members unanimously determine in their sole discretion. Any purported transfer of a Members units in the company that is not permitted shall be null and void and of no force or effect whatsoever. In the case of transfer attempted transfer of units of the company that is not permitted, the parties engaging or attempting to engage in such transfers shall indemnify and hold harmless the company and all the other members from the cost, liability and damage that any of the such indemnified person may incur including, without limitation, incremental tax liability attorney fees and expenses as a result of such transfer or attempted transfer and efforts to enforce the indemnity granted hereby.

8.2 Conditions to Permitted Transfers. A transfer or sale of member units shall not be permitted unless and until each of the following conditions are satisfied:

8.2.1 the transferor an transferee shall execute and delivered to the company such as documents instruments of transfer and may be necessary or appropriate in the opinion of the council for the company to affect such transfer and to confirm the agreement of the transferee to be bound by the provisions of this agreement and to assume obligation of the transfer that may be outstanding as of the date of transfer. In the case of transfer of a Members units in the company or involuntary by operations of law, the transfer shall be confirmed by the presentation to the company of legal evidence of such transfer, in form and substance satisfactory to counsel to the company. In all cases, the company shall be reimbursed by the transferrer and or transfer E for all costs and expenses that are the company reasonably incurs in connections with such transfer.

8.2.2 The transferrer shall, if requested by the company furnished to all the company an opinion of counsel, which council and opinion shall be satisfactory to the company that the transfer will not cause the company to terminate for federal income purpose: and

8.2.3 if requested by the transfer or, this company shall deliver an opinion of counsel, in form and substance reasonably satisfactory to the company, to the effect that the transfer's interest in the company has been registered under the Securities Act of 1933, an amended, an under any applicable state securities law, or that the proposed transfer of such interest is exempt from all applicable registration requirements imposed by such laws and that such transfer will not violate any applicable requirements of federal or state securities law. The transfer shall pay the cost of the council opinion obtained by the company.

8.3 No Pre-emptive Purchase Rights. No member shall have any pre emptive right to purchase additional units in the company.

8.4 Redemption. Unless prohibited by the act in the event of any member is placed into the conservatorship or bankruptcy or gives notice of proposed liquidation, the company has the right but not the duty to redeem all units owned by the member of the current book value of such units. In the event one member merges with another member, the surviving member may acquire the units of the non surviving member, subject to the company's right but not the duty to redeem all of the units of the non surviving member at the current book values of such units, appan majority vote of the units issued an owned by the remaining members.

Section 9 Contribution Indemnity

9.1 No Contribution. If any member pays more than its proportionate share of any debt, liability or other obligation of the company, such payment shall constitute a loan to the company and the member shall not be entitled to contribution from the other members. All obligations created pursuant to this section 9.1 shall have priority as a general creditor of the company.

9.2 Indemnity of General Manager, Members, Employees, and Agents. The company shall indemnify any general manager, employee, and a person serving on a committee of the company each individually an agent including former agents, and shall make advances for expenses, and the liability of the agent to the company or to any member for any loss suffered thereby which arises out of any action or omission of any agent shall be limited to the maximum extent permitted under the act; Provided, however this provisions shall not eliminate or limit an agent's liability for:

9.2.1 any breach of any agents duty of loyalty to the company or its members as described in this agreement or prescribed by law;

9.2.2 acts or omissions not in good faith that involve intentional misconduct or known violation of law;

9.2.30any unlawful distribution under the act; Or

9.2.4 any transaction from which an agent derives an improper personal benefit.

Section 10. Withdrawal, Dissolution and Winding Up.

10.1 Member Withdrawal Right. A member may withdraw as a member from the company upon(sixty) 60 days written notice to the company and all other members.

10.1.1 The company shall have a right of first refusal to redeem all but not less than all of the withholding members units at the then current book value of each unit. The company shall exercise its right of redemption within 30 days of the notice of withdraw. Upon his election to redeem, the company shall have 15 days to pay for an redeem the units of the withdrawing member.

10.1.2 In the event the company does not exercise its right of 1st refusal, then remaining members shall each have the right, but not the duty, to purchase the units of the withdrawing member, in proportion to their units of ownership and the units of the ownership of all members electing to purchase at the lesser of the asking price of the withdrawing member on the current book value of the units. Each member shall have 30 days to exercise its rights to purchase. Upon an election to purchase, the purchasing member shall have 15 days to pay for and acquire the units of the withdrawing member.

10.1.3 Should there be any conflict between the provisions of this section 10 and the provision of any other written redemption agreement between the withdrawing member and the company, in force and effect at the time of the members which all, then the provisions of the other written redemption agreement shall control.

10.2 Covenant Not to Cause Disillusion. Except as otherwise permitted by this agreement, each member hereby covenants and agrees not to take any voluntary action that would cause the company to dissolve notwithstanding any provision of the act, the company shall not dissolve prior to the occurrence of the disillusion event.

10.3 Disillusion. The company shall dissolve in commence winding up and liquidating upon the first to occur of any of the following disillusion events:

10.3.1 the sale of all or substantially all of the company's property or business;

10.3.2 the vote of the members to dissolve, winding up and liquidate the company as provided in Section 3 above;
notwithstanding anything in the act to the contrary, the foregoing events are the exclusive events that may cause the company to dissolve.

10.4 Winding Up. Upon the occurrence of a dissolution event, the company shall continue solely for the purpose of winding up its affairs in orderly manner, liquidating its assets and satisfying the claims of its creditors and members and no member shall take any action that is inconsistent with common or not necessary to appropriate for, the winding up of the company's business and affairs period to the extent not inconsistent with the foregoing, all obligations in this agreement shall continue in full force and in fact until such time as the company assets have been distributed pursuant to this section 10.4 . A member or other agent selected by unanimous vote or consent of all members shall one be responsible for overseeing the winding up and the dissolution of the company, #2 take full of count of the company's liabilities and assets #3 cause the company's assets to be liquidated as promptly as is consistent with obtaining the fair value thereof, and #4 caused the proceeds therefrom, to the extent sufficient therefore, to be applied in distributed in the following order:

10.4.1 To the payment and discharge of all of the expenses of liquidation, Company's debts and liabilities to creditors other than Members:

10.4.2 To the payment and discharge of any Company debts and liabilities owed to Members:
and

10.4.3 The balance of net tangible assets, if any, to the members based on or in proportion to their Capital Accounts in the Company.

No Member shall receive and additional compensation for any service performed pursuant to this section 10 unless authorized by unanimous vote or consent of all members.

10.5 RIGHTS OF MEMBERS. Except as otherwise provided in this Agreement.

10.5.1 Each Member shall look solely to the assets of the company for the return of Contributions and shall have no right or power to demand or receive property other than cash from the Company, and

10.5.2 No Member shall have priority over any other Member as to the return of Contributions, Distributions, or allocations.

10.6 NOTICE OF DISSOLUTION. If a Dissolution Event occurs or an event occurs that would, but for provisions of section 10.3 above, result in a dissolution of the Company, the Company shall within (30) days thereafter, provide written notice thereof to each of the Members.

Upon the dissolution of the Company, the Company shall comply with the notice and Publication requirements of the Act.

SECTION 11. TAXES

11.1 Tax Matters Manager. A Member, or in the event that there is more than one Member a Member or other agent selected by unanimous vote or consent of all the Members, Shall act as the tax Matters Manager (the "Tax Matters Manager") of the Company.

11.2 Elections. Unless determined otherwise by vote of the Members, the Tax Matters Manager May make any tax elections for the Company allowed under the Code or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company, including, but without limitation, Elections:

11.2.1 To adjust the basis of Company assets, in connection with transfers of interests in the Company and Company distributions:

11.2.2 With the consent of the Members, to extend the statute of limitations for the assessment of tax deficiencies against Members with respect to adjustments to the Company's federal, state or local tax returns: and

11.2.3 To represent the Company and the Members before taxing authorities or courts of competent jurisdiction in tax matters affecting the Company and the Members, and to file any tax returns and to execute any agreements or other documents relating to or affecting such tax matters or otherwise affect the right of the Company and the Members.

SECTION 12. GENERAL CONTRACT PROVISIONS.

12.1 Governing Law. This Agreement shall be governed by and constructed in accordance with the substantive laws of the state of Alaska, and not in accordance with any conflict-of-law provisions that would apply the law of a different jurisdiction. The Members consent to the jurisdiction of the courts of the state of Alaska and agree the Company may select the venue within the state of Alaska for any legal proceedings in connection with this Agreement. If any legal proceedings is commenced in a venue that the Company deems inconvenient, then the Company shall have the right to remove the proceeding to a different venue and each Member agrees not to object thereto.

12.2 Amendments. This Agreement may be amended by written instrument at any time by the members upon an affirmative vote of one hundred percent (100%) of the Units issued and owned by Members.

12.3 Savings Clause. If any provision of this agreement shall be held to be invalid and unenforceable, the remainder of this agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected hereby.

12.4 Attorney Fees and Costs. If action becomes necessary in connection with this Agreement or any rights arising therefrom or thereunder, or to recover damages for breach of any terms of this agreement, or to obtain injunctive or other equitable relief, the prevailing party in such action shall be entitled to recover reasonable attorney's fees and costs incurred in such action, as determined by the arbitrator, arbitration panel or the trial court. In the event of any appeals from the action, the prevailing party shall be entitled to recover its reasonable attorneys fees and costs incurred in such appeals, as determined by the appropriate appellate courts. The term "costs" shall include, in addition to statutory costs and disbursements, all costs associated with the initial investigation of, and determination whether to commence, an action, and all costs associated with discovery depositions, witness fees (expert and otherwise) and out of pocket costs incurred by the prevailing party in the prosecution or defense of the action. For the purpose of this section, the term "action" shall be deemed to include any proceeding commenced in any court of general or limited jurisdiction, including any proceeding commenced in any courts of the United States, or before any arbitrator or arbitration panel.

12.5 Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which counterparts, when so executed and delivered, shall be deemed an original and all of which counterparts, taken together, shall constitute but one and the same Agreement. Duplicates of the same signature page or pages with the original signatures on different pages may be attached to the original Agreement without affecting the validity thereof or the liability of the Members.

12.6 Successors. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto, and, to the extent permitted by this Agreement, their respective successors.

12.7 Entire Agreement. This Agreement supercedes all previous Agreements between the parties and contains the whole Agreement between the parties and may not be modified except in writing.

EFFECTIVE this 1 day of December 2020.

MEMBER

Robert Jillson Date 12-1-20

ROBERT JILLSON, III

MEMBER

Jolyn Jillson Date 12-1-20

JOLYN JILLSON

Department of Commerce, Community, and Economic Development
**CORPORATIONS, BUSINESS & PROFESSIONAL
LICENSING**State of Alaska / Commerce / Corporations, Business, and Professional Licensing / Search & Database Download /
Corporations / Entity Details**ENTITY DETAILS****Name(s)**

Type	Name
Legal Name	RCJ Legacy LLC.

Entity Type: Limited Liability Company**Entity #:** 10077169**Status:** Good Standing**AK Formed Date:** 1/30/2018**Duration/Expiration:** Perpetual**Home State:** ALASKA**Next Biennial Report Due:** 1/2/2022**Entity Mailing Address:** PO BOX 520964, PO BOX 520964, BIG LAKE, AK 99652**Entity Physical Address:** 2893 S BIG LAKE RD , BIG LAKE, AK 99652**Registered Agent****Agent Name:** Robert Jillson**Registered Mailing Address:** PO BOX 520964, PO BOX 520964, BIG LAKE, AK 99652**Registered Physical Address:** 2893 S BIG LAKE RD , BIG LAKE, AK 99652**Officials**☐ Show Former

AK Entity #	Name	Titles	Owned
	Jolyn Jillson	Member	50.00
	Robert Jillson	Member	50.00

Filed Documents

Date Filed	Type	Filing	Certificate
1/30/2018	Creation Filing	Click to View	Click to View
1/30/2018	Initial Report	Click to View	
11/09/2019	Biennial Report	Click to View	

COPYRIGHT © STATE OF ALASKA · DEPARTMENT OF COMMERCE, COMMUNITY, AND ECONOMIC DEVELOPMENT ·